

# BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED  
San Jose City Clerk

MAR 25 P 2:40

City Clerk

Time Stamp

TOTAL BASE BID 1,071,050

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

BID DATE: Thursday, March 25, 2010

Project Manager: Jesse Estolano – 793.4121

## University Avenue Sanitary Sewer Replacement

BIDDER NAME: ANDES CONSTRUCTION

Bond ☒ Cashier's Check \_\_\_\_\_

Addendums Included ( ) 1,2

Non-Collusion Affidavit

YES ☒ NO \_\_\_\_\_

YES ☒ NO \_\_\_\_\_

## BIDDERS

March 19, 2010

Subject: Addendum 2 to the Plans and Specifications for University Avenue Sanitary Sewer Replacement

Page 7

## REVISED SCHEDULE OF QUANTITIES

PROJECT: UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT

CONTRACTOR:

PROJECT I.D. 5509

ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1.a	5-2	Street Clean-Up (minimum of \$400 per day) (Revocable)	Day	30	\$400.00	\$12,000.00
1.b	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1.a above) (Revocable)	Day	30	1	20.00
2.	11-1	Mobilization	L.S.	1	50,000	50,000.00
3.	12-1	Traffic Control	L.S.	1	25,000	25,000.00
4.a	12-2	Police Officers (minimum of \$48.00/hour) (Revocable)	Hr.	100	\$48.00	\$4,800.00
4.b	12-2	Police Officers (Additional unit price above minimum price listed in Item No. 4.a above) (Revocable)	Hr.	100	1	100.00
5.	15-1.2	Additional Pot-holing Existing Utilities (Revocable)	Ea.	9	1	9.00
6.	15-2	Utility Conflict (Revocable)	F.A.	1	\$20,000.00	\$20,000.00
7.	25-1	Additional Backfill Material (Revocable)	Ton	95	1	95.00
8.	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	45	100	4,500.00
9.	81-2	Install Survey Monument	Ea.	3	1	3.00
10.	94-4	Emulsion Slurry Seal	S.F.	292,250	0.3	87,675.00
11.	1301-5	Geotextile (wrapped pipe)	L.F.	2,340	1	2,340.00
12.	1301-6	Bedding Stabilization Material (Revocable)	Ton	70	10	700.00
13.	1302-2	6-Inch Dia. Extra Strength VCP	L.F.	2,160	125	270,000.00
14.	1302-3	Trench Sheet-piling, Shoring, and Bracing	L.S.	1	20,000	20,000.00
15.	1302-5	Sanitary Sewer Lateral Verification (Revocable)	Ea.	21	1	21.00
16.	1302-6	Reconnect Existing Sanitary Sewer Lateral	Ea.	43	200	8,600.00
17.	1302-6	Replace/Extend 4-Inch Sanitary Sewer Lateral (Revocable)	L.F.	200	1	200.00
18.	1302-6	Additional 4-Inch Sanitary Sewer Lateral (Revocable)	F.A.	1	\$25,000.00	\$25,000.00
19.	1302-7	Standard Sanitary Sewer Cleanout (Revocable)	Ea.	25	1	25.00
20.	1305-1	New Standard Sanitary Sewer Manhole (D11)	Ea.	3	5000	15,000.00
21.	1308-1	Cleaning and Inspection of Sanitary Sewer Laterals	Ea.	43	250	10,750.00
22.	1501-3.2	Trial Diversion (Revocable)	L.S.	1	1	1.00
23.	1501-3.2	Diversion and/or Pumping of Sewage Flows	L.S.	1	51000	51,000.00
24.	1501-4	Existing Sewer Lateral Reinstatement	Ea.	148	250	37,000.00
25.	1501-6	Point Repair for 6-Inch VCP (Revocable)	L.F.	200	250	50,000.00
26.	1501-7	Remove Manhole Rungs (Per Each Manhole)	Ea.	21	1	21.00
27.	1501-8	Cleaning and Inspection of Pipelines	L.F.	5,390	3	16,170.00
28.	1502-1.8	Installation of CIPP Liner in 6-Inch VCP Sanitary Sewer	L.F.	6,390	59	318,010.00
29.	1503-9	Manhole Rehabilitation	Ea.	21	2000	42,000.00
TOTAL						1,071,050.00

# NONCOLLUSION AFFIDAVIT

Project Title: **UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Danilo Mayorga, being first duly sworn, deposes and says that he/she is  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 3-25-10

Andes Construction  
Legal Company Name

Corporation  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: N/A  
Expiration Date: N/A  
State Contractor Lic. No.: 528021  
Classification: 'A'  
Expiration Date: 4-30-10  
Federal I. D. No.: 94-3009575  
Address: 5305 E. 12th St.  
Oakland, CA 94601

By: [Signature]  
Title: President

Telephone: (510) 536-7832

NOTARY

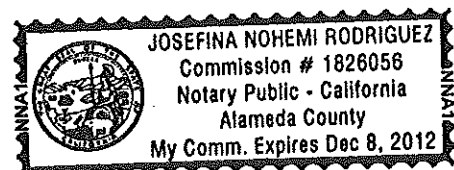
On March 25, 2010 before me, JOSEFINA NOHEMI RODRIGUEZ, personally appeared  
(name and title of officer)

DANILLO MAYORGA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] Seal  
Notary Public



## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Andes Construction, Inc. as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of Ohio and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten percent (10%) of the amount bid ---- DOLLARS (\$ -10%-).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on March 25, 2010 for **UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 25th  
day of March, 2010.

PRINCIPAL

SURETY

Andes Construction, Inc.  
Legal Company Name

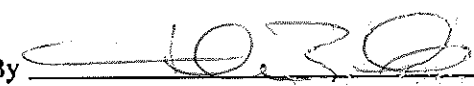
The Ohio Casualty Insurance Company  
Legal Company Name

Corporation  
Indicate Type of Entity

By

  
Title: President

By

  
Title: Jocelyn Y. Quirt,  
Attorney-in-Fact

By

\_\_\_\_\_  
Title:

By

\_\_\_\_\_  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

## ACKNOWLEDGMENT

State of California  
County of Contra Costa )

On March 25, 2010 before me, Kathy B. Simon, Notary Public  
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy B. Simon (Seal)



**CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY**

No. 41-817

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: **Jocelyn Quirt of Valley Springs, California** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION (\$5,000,000.00)** Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of November, 2008.



*Mark E. Schmidt*

Mark E. Schmidt, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 20th day of November, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATE**

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 25th day of March, 2010 A.D.,



*Sam Lawrence*

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.



*Department of Public Works*  
TRANSPORTATION AND HYDRAULICS SERVICES DIVISION

March 10, 2010

**ADDENDUM NO. 1  
TO  
THE PLANS AND SPECIFICATIONS  
FOR  
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

**IMPORTANT**

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**INSTRUCTIONS:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Andes Construction  
Bidder's Name

Approved By:

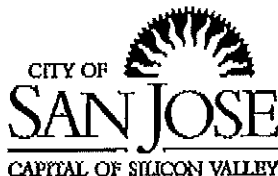
[Signature]  
Signature and Title of Bidder

[Signature]  
TIMM BORDEN  
Deputy Director of Public Works Department

3-25-10  
Date

THIS ADDENDUM CONTAINS 2 PAGES





*Department of Public Works*

TRANSPORTATION AND HYDRAULICS SERVICES DIVISION

March 19, 2010

**ADDENDUM NO. 2  
TO  
THE PLANS AND SPECIFICATIONS  
FOR  
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following clarifications, revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

**IMPORTANT**

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**INSTRUCTIONS:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Andes Construction  
Bidder's Name

Approved By:

[Signature]  
Signature and Title of Bidder

[Signature]  
TIMM BORDEN  
Deputy Director of Public Works Department

3-25-10  
Date

THIS ADDENDUM CONTAINS 7 PAGES